tain an action irrespective of the clause in the policy. *Boileau v. Insurance Company*, W'kly Notes Cas. 145. When a person so unfortunate as to have his power of reasoning impaired and not to understand the moral character, the general nature, consequence and effects of the act he is about to commit, which he cannot resist, such death is not within the contemplation of the parties to the contract and the insurer is liable. *Life Insurance Co. v. Terry*, 15 Wall 508.

INTEREST—COMPUTATION—COMPOUND INTEREST.—INHABITANTS OF TISBURY v. VINEYARD HAVEN WATER CO., 79 N. E. 256 (MASS.). *Held*, that where interest is to be allowed on money due, the computation is to be of simple interest, unless there is an express requirement to the contrary.

The common law rule, not to allow compound interest, has been generally followed in the United States, *Wilson v. Davis*, 1 Mont. 183; and compound interest is recoverable only when statutes so provide. *Denver Brick Mf'g Co. v. McAllister*, 6 Colo. 261. But the law favors interest upon interest in special cases of fiduciary relations. *Wofford v. Wyly*, 72 Ga. 863. As in the case of decedent's solvent estate in payment of his debts. *Ellicott v. Ellicott* 6 Gill & J. 35. Or where money is withheld by reason of neglect or intentional misconduct of the debtor. *Royner v. Bryson*, 29 Md. 473. And principal and interest may be aggregated to date of judgment and interest upon the aggregate reckoned from that date. *Stanton v. Woodcock*, 19 Ind. 273. However in the case of judgment on appeal interest is calculated on the principal of the original debt. *Tindall v. Meeker*, 2 Ill. 137. And compound interest is not recoverable on a bill to redeem a mortgage which is to secure an annual interest bearing note. *Kittredge v. McLaughlin*, 38 Me. 513; *Hyde v. Brown*, 5 La. 33.

LANDLORD AND TENANT — INJURY FROM DEFECT — CONTRIBUTORY NEGLIGENCE OF TENANT.—REAMS v. TAYLOR (87 PAC. 1089) (UTAH.), *Held*, though a landlord break a covenant to cover a cellarway, he is not liable for injuries to a tenant who falls therein, where, knowing the nature of the defect, the tenant fails to exercise her right to repair the defect and deduct the expense from the rent, or to surrender the premises, and exposes herself to the risk of injury.

The cases in point seem to sustain this decision and one court goes so far as to state that when the plaintiff was fully aware of the facts the plaintiff's fault was as much responsible for the injuries as the defendant's. *Town v. Armstrong*, 75 Mich. 580; *Quinn v. Perham*, 151 Mass. 162. The question of contributory negligence forms the basis of these cases and it has been held that in order to support an action for negligent injury the plaintiff must prove himself free from contributory negligence. *Mahon v. Burns*, 34 N. Y. Supp. 91. It is even said that from the moment of transfer neither party is bound to improve on the premises and that if a landlord should enter for any such purpose the tenant might forcibly eject him. *Weir v. Simpson*, 2 Phila. 158. In one jurisdiction it was held that the landlord only had to make the premises fit for hiring purposes and that the tenant knowing of defects and not repairing them was guilty of contributory negligence if he sustains injuries by reason of said defects. *Daley v. Quich*, 99 Cal. 179.

MASTER AND SERVANT—MACHINERY INSPECTION—DELEGATION OF DUTY. —CLARK v. GOLDIE—109 N. W. 1044 (MICH.). *Held*, that the duty of a master to inspect machinery to determine its safety cannot be delegated but

his duty to inspect for the purpose of keeping the machinery in good order may be delegated and the employer absolved from responsibility to servants for an improper performance thereof.

Master's responsibility is determined by the character of particular act or omission to which the injury is attributable. *McElligott v. Randolph*, 61 Conn. 157. Duty of the master to inspect as to safety of machinery, etc., is a direct, personal and absolute obligation, *Lewis v. Seifert*, 116 Pa. 628; and if he delegates this duty to an agent and the agent fails in its performance, the master is responsible, *Ingebregtsen v. Nord Duetscher Lloyd Steamship Co.*, 57 N. J. L. 400. This duty of the master goes beyond inspection of safety of machinery and extends to a reasonable, careful and skillful inspection in order to keep it in a proper and safe condition for work, *Ohio & M. Ry. Co. v. Pearcy*, 27 N. E. (IND.) 479; and maintaining suitable instrumentalities for the performance of the work required, *Ford v. Fitchburg R. Co.*, 110 Mass. 240.

MASTER AND SERVANT — INJURIES — EXEMPTIONS FROM LIABILITY.— ATCHISON, T. & S. F. RY. CO. v. FRONK, 87 PAC. REP. (KAN.) 698.— *Held*, that under the Kansas statute a contract entered into by an employee exempting master from all liability for damages sustained in consequence of the negligence of the master, his agents, servants or employees, is against public policy and void. Burch, J., *dissenting*.

This decision is in harmony with other decisions of the state, *Railroad Co. v. Pearby*, 29 Kan. 169. The early trend of American decisions leaned the other way, *Mitchell v. Railroad Co.*, 1 Am. Law Reg. 717 (Pa.); *Farwell v. Railroad Co.*, 4 Met. 49 (Mass.). All the states are now practically unanimous in declaring such a contract void as against public policy. *Railroad Co. v. Orr*, 91 Ala. 548; *Roesner v. Hermann*, 8 Fed. 782 (C. C.). Such an instrument is void for want of consideration, *Purdy v. R. R. Co.*; 125 N. Y. 209. Such liability is not created for the protection of the employees simply but has its reason and foundation in a public necessity and policy, which should not be asked to yield or surrender to mere private interest or agreements, *R. R. Co., v. Spangler*, 44 Ohio State 471. In Georgia however, such contract is valid, if it does not waive any criminal neglect of the company or principal officers, *R. R. Co. v. Story*, 52 Georgia 461.

MUNICIPAL CORPORATIONS—PEANUT ROASTERS ON SIDEWALK—EXPLOSION.— FRANK V. VILLAGE OF WARSAW, 101 N. Y. Sup. 938. *Held*, that the maintenance by the owner of a store of a peanut roaster between the sidewalk and the street cannot be held as matter of law a public nuisance so as to make the village liable from injury to a pedestrian from the explosion thereof. Sprine and Williams, JJ. *dissenting*.

A legal nuisance has been defined as any unauthorised obstruction of the free use of the street, *Simon v. Atlanta*, 67 Ga. 618; while a public nuisance is any obstruction or encroachment upon the public street, *Columbus v. Jacques*, 30 Ga. 506, *State v. Carpenter*, 68 Wis. 165. That of the main case seems to be a mixed nuisance, as public in nature but productive of injury to a private individual. *Acme Fertilizer Co. v. State*, 72 N. E. (Ind.) 1037; such obstruction is a nuisance *per se*, *Robinson v. Mills*, 65 P. (Mont.) 114, *Webb v. Demopolis*, 95 Ala. 116, *Davis v. New York*, 14 N. Y. 506, for any injury for which the city is liable, *New Haven v. Sargent*, 38 Conn. 50, *Centerville v. Woods*, 57 Ind. 162, *Ft. Worth v. Crawford*, 74 Tex. 404. It is immaterial that the obstruction is not a fixture. *Cohen v. New York*, 113 N. Y. 532.